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Essex

THIS DOES NOT  
CIRCULATE

AGREEMENT

BETWEEN

BOROUGH OF ESSEX FELLS

NEW JERSEY

AND

WEST ESSEX POLICEMEN'S BENEVOLENT

ASSOCIATION, LOCAL NO. 81

JANUARY 1, 1977, THROUGH DECEMBER 31, 1978

Ratified - 5/17/77

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Labor Relations

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PREAMBLE

THIS AGREEMENT made and entered into at Essex Fells, New Jersey, this 17th day of May, 1977, by and between the BOROUGH OF ESSEX FELLS, in the County of Essex, hereinafter referred to as the "BOROUGH" and the WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 81, hereinafter referred to as the "P.B.A."

WITNESSETH

WHEREAS, the Borough and the P.B.A. recognize and declare that providing quality Police protection for the Borough is their mutual aim, and;

WHEREAS, the Borough Council and the Borough Administration retain the basic decision making powers over fiscal and management questions, and;

WHEREAS, the Borough has an obligation, to negotiate with the P.B.A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. - RECOGNITION

Section A: The Borough hereby recognizes the P.B.A., Local No. 81, as the exclusive bargaining representative with respect to rate of pay, hours and other conditions of employment for employees of the Police Department, who are classified as Patrolmen, Sergeants, Lieutenants, but excluding the Chief of Police, Captain, and all other Employees of the Borough of Essex Fells.

## ARTICLE II. - WAGES

Section A: All Employees covered by the provisions of this

Agreement shall receive salaries at the annual rates and on the effective date indicated in accordance with the following schedule:

### PATROLMEN

	<u>January 1, 1977</u>	<u>January 1, 1978</u>
First 6 months of service	\$10,710.00	\$11,246.00
Second 6 months of service	\$11,130.00	\$11,687.00
Second year of service	\$12,185.00	\$12,794.00
Third year of service	\$13,083.00	\$13,737.00
Fourth year of service	\$14,018.00	\$14,719.00
Fifth year of service and thereafter	\$15,320.00	\$16,086.00

### SERGEANTS

	<u>January 1, 1977</u>	<u>January 1, 1978</u>
First year of service	\$15,750.00	\$16,538.00
Second year of service and thereafter	\$16,328.00	\$17,144.00

### LIEUTENANTS

	<u>January 1, 1977</u>	<u>January 1, 1978</u>
First year of service	\$17,063.00	\$17,916.00
Second year of service and thereafter	\$17,598.00	\$18,478.00

Section B:

RE-OPENER ON 1978 WAGES

In the event the CAP Law (P.L. 1976, Chapter 68) is amended to change the amount by which the appropriations for the Borough's 1978 budget year may be increased from the present 5 per cent increase limitation on final previous year appropriations to a limitation of 6 per cent or more, or a decrease to a limitation of 4 per cent or less, before December 31, 1977, then either party may re-open negotiations only on the item of 1978 wages for the purpose of further negotiations upon 15 calendar days written notice by either party to the other.

### ARTICLE III - LONGEVITY

1. Each employee covered by this agreement shall receive in addition to his base salary, a longevity payment as follows:

Period of Continuous, Uninterrupted Service

Less than 5 years	None
5 thru 10 years	2% of base pay
11 thru 15 years	4% of base pay
16 thru 20 years	6 % of base pay
21 thru 25 years	8% of base pay
More than 25 years	10% of base pay

2. The longevity payment due shall be calculated from the beginning of the calendar quarter immediately following the employee's applicable anniversary date of employment.

### ARTICLE IV. - HOURS OF WORK AND OVERTIME

1. The regular work week, from Monday through Sunday, shall be forty (40) hours, consisting of five (5) days in any week.

2. All regular police duty work authorized to be performed in excess of forty (40) hours in any calendar week , or eight (8) hours in any normal work day, shall be paid in cash payments at time and one half the regular straight time hourly rate.

3. All Grand Jury and Court appearances, other than Municipal Court, involving Essex Fells police related matters required outside an Employee's tour of duty shall be compensated by "time off" at the rate of one and one half hours for each hour spent in these activities plus travel time.

ARTICLE IV. - (continued)

4. Municipal Court appearances other than when an officer is on regular duty shall be compensated at time and one half the regular straight time hourly rate in compensating time off, with a minimum two (2) hour guarantee.

5. Compensatory Time Off

Payment, in the form of time off at the rate of one and one-half (1-1/2) times actual hours worked, shall be made for "Police Related Work". Police Related Work shall include but not be limited to the following activities not conducted during an officer's normally scheduled shift: meetings of the department, attendance at seminars and conferences on police work and qualification on the pistol range. In the event a question arises concerning whether a particular activity falls within the definition of Police Related Work, past practice shall govern.

6. (a) Officers shall be permitted to take time off under this Article at such reasonable times as they may desire, provided:

- (1) they make written application for time off at least five (5) work days in advance, and
- (2) the reasonable scheduling needs of the Police Department, as determined by the Chief of Police, do not conflict with the granting of time off.

If the Chief cannot grant time off as requested, the officer so denied shall be given the opportunity to select an alternative date or dates.

(b) Officers shall be permitted to accumulate time off under this

ARTICLE IV. - (continued)

Article, up to a maximum of nine (9) work days (up to seventy-two (72) straight-time hours). Once an officer accumulates one (1) or more days in excess of his permitted accumulation, such officer must request days off within thirty (30) days so as to reduce his accumulation of days off to nine (9) or less.

- (c) A record of each officer's time accumulated under this Section shall be kept on a bulletin board, and additions or subtractions from an officer's time record shall be posted at least once each month.
- (d) In the event an officer requests days off under Section (b) above, but is not permitted to take such days because of scheduling conflicts, then the application of this Section shall be subject to the Grievance Procedure of this Agreement.

7. Any Employee required to return to work after completion of his regular shift, and prior to the start of his next scheduled shift, shall be guaranteed two (2) hours at the overtime rate.

8. The provisions of this article governing overtime shall not apply when employees voluntarily switch schedules, which may be done after securing approval of the Chief of Police.

ARTICLE V. - HEALTH AND INSURANCE BENEFITS

1. The Borough shall provide enrollment in the State Health Benefits Program for all permanent employees covered by this Agreement who have been on the payroll for two months at the beginning of the third month of employment on the same basis as has been done heretofore. The Borough shall not be precluded from changing an insurance carrier so long as substantially similar benefits are provided.

2. The Borough shall pay the full cost of the Health Benefits Program for the Employee and his family unless the Employee elects to be covered by another plan.

3. The Borough shall provide to each permanent Employee the following benefits:

- a. State Health Benefits Program
- b. Additional Life Insurance of \$3,000.00
- c. False Arrest Insurance.

The Borough shall provide each presently employed Employee with a description of his health and insurance benefits.

4. The Borough will continue to provide State Health Benefits coverage for retired members of the unit and their dependents, but not including survivors, for a retiree who has retired after 25 years or more of service, for a period of four years after retirement or until such retiree has available similar health and medical coverage in other employment, or becomes eligible for Medicare, whichever occurs first.



ARTICLE V. - (continued)

5. The Borough will deduct from the salary of each Employee in the unit desiring a P. B. A. sponsored dental insurance coverage, a sum of up to \$140 annually toward the payment of a premium for dental insurance coverage obtained by the P. B. A. at its expense for participating Employees in the bargaining unit. In 1977, the dental insurance contribution shall be deducted from the retroactive salary payment due each Employee from January 1, 1977 to the date of the execution of this Agreement. In the year 1978, the deduction shall be made quarterly in four equal installments from the salary of each Employee in the unit.

## ARTICLE VI - VACATION

1. A vacation period shall be provided for every full time uniformed Employee of the Police Department with full pay. The status of each member with respect to annual vacation credits shall be fixed and determined as of the 31st of December of the year immediately preceding the year in which the right of such vacation period shall become due.

### 2. LENGTH OF SERVICE

### VACATION CREDITS

0-1 year

1 working day for each month  
of service (max. 10 days)

1 thru 5 years

11 working days

Thru 6 years

12 working days

Thru 7 years

14 working days

Thru 8 years

15 working days

Thru 9 years

16 working days

Thru 10 years

16 working days

Thru 11 years

16 working days

Thru 12 years

16 working days

Thru 13 years

17 working days

Thru 14 years

17 working days

Thru 15 years and  
thereafter

20 working days

3. The scheduling of vacation days shall be at the discretion of the Chief of Police.

## ARTICLE VII - HOLIDAYS

1. Each full-time uniformed Employee of the Police Department shall be entitled to a payment equal to twelve (12) working days, whether he does or does not perform duty on any of the following holidays:

- |                |                |                         |                   |
|----------------|----------------|-------------------------|-------------------|
| 1. January 1   | 4. Good Friday | 7. Labor Day            | 10. Veterans' Day |
| 2. February 12 | 5. May 30      | 8. October 12           | 11. Thanksgiving  |
| 3. February 22 | 6. July 4      | 9. General Election Day | 12. Christmas     |

2. This payment shall be in two (2) equal installments on or before July 5, and on or before December 15 of each year based upon the Employee's daily rate of pay.

## ARTICLE VIII - GRIEVANCE PROCEDURE

### Section 1. Definition

A grievance is any alleged violation of this Agreement or any dispute with respect to this Agreement's meaning or application.

### Section 2. Purpose

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement.

### Section 3. P.B.A. Representative

The Borough will recognize a representative designated by the P.B.A. as the grievance representative of the bargaining unit having the duties and responsibilities established by this article. The P.B.A. shall notify the Borough in writing of the name of such P.B.A. representative.

### Section 4. Procedure

Grievances shall be resolved in conformance with the following procedure:

#### Step 1.

An Employee with a grievance shall first discuss it with the Chief of Police directly for the purpose of resolving the matter informally. Any grievance not appealed in writing to Step 2 by the Employee within seven (7) calendar days of the date of the occurrence of the facts which gave rise to the grievance shall be considered waived.

#### Step 2.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of the grievance at Step 1, he may file a written grievance with the

Chief of Police setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police, the aggrieved party and the P.B.A.'s designated representative if the grievant so desires. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after holding of such meeting. Any grievance not appealed in writing to Step 3 by the Employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

#### Step 3.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, the matter may be referred by the P.B.A. and/or the aggrieved party to the Borough Administrator in a written referral to the Borough Administrator. A meeting on the grievance shall be held between the grievant and the Borough Administrator at which time a representative of the P.B.A. may be present. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within seven (7) working days of the date of the meeting. Any grievance not appealed in writing to Step 4 by the Employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

#### Step 4.

If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, the matter may be referred by the P.B.A. by its designated representative to the Police Committee of the Borough Council. A meeting on the grievance shall be held between the P.B.A. and the Police Committee at which meeting the parties

may be represented. Said meeting shall not be public unless the parties so agree in writing. The Police Committee shall render a final written decision within seven (7) working days of the date of the meeting. Any grievance not appealed in writing to Step 5 by the Employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

#### Step 5.

If any Employee remains aggrieved at the completion of the aforementioned procedures, the P.B.A. may, within ten (10) days of receipt of the written decision of the Police Committee of the Borough Council, request arbitration of his grievance. The arbitrator shall be selected by the parties from a panel of proposed arbitrators pursuant to the normal procedures adopted by the American Arbitration Association. If the appeal to arbitration is not taken by the P.B.A. within the aforementioned period, the denial by the Police Committee will be final and binding. Arbitration costs are to be shared equally, all other expenses arising out of the arbitration shall be paid by the party incurring them. The arbitrators award will be binding upon the parties.

#### Section 5.

The time limits specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

#### Section 6.

Any Employee may be represented at all stages of the Grievance Procedure by himself, or, at his option, by a representative designated by the P.B.A. and/or its attorney.

## ARTICLE IX - MANAGEMENT RIGHTS

It is understood and agreed that the Borough possesses the sole and exclusive right to conduct the Borough's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the Borough unless otherwise specifically restricted by this Agreement and/or provisions of N.J.S.A. 34:13A-1 et seq. These rights shall include, but shall not be limited to, the right to:

- (a) . Direct the Employees:
- (b) Hire, promote, transfer, and assign;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

ARTICLE X - NO STRIKE PLEDGE

During the term of this Agreement, there will be no strike, work stoppage, slowdown or refusal to cross a picket line. Any Employee who violates the foregoing provisions may be discharged or disciplined by the Borough.



ARTICLE XI - DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the Employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce Employees into membership. Neither the Borough nor the P.B.A. shall discriminate against any Employee because of race, creed, color, age, sex, or national origin.

ARTICLE XII - SICK LEAVE

1. The Mayor and Borough Council, shall continue the present practice for sick leave payments as relates to Employees of the Police Department.

2. Any Employee absent due to illness or injury which results in the Employee's inability to perform his work shall give reasonable notice to the Chief of Police.

3. Any Employee absent for three days or more may be requested to submit a doctor's certificate to the Chief of Police stating the reason the employee is unable to work.

## ARTICLE XIII - LEAVES OF ABSENCE

### Bereavement Leave

1. In the event of a death in an Employee's immediate family, he shall be given time off from the day of death until the next scheduled work day after the funeral, not to exceed three working days.
2. Immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandparent, grandchild, or any relative living in the household of the Employee.
3. Verification of the event may be required by the Borough.

## ARTICLE XIV - SENIORITY

### A. Purpose

- (1) "Seniority" shall mean an Officer's length of continuous service with the Borough as a police officer.
- (2) Officers hereunder shall be governed by seniority for purposes of transfer, lay-off, recall from lay-off, and scheduling of vacations.

### B. Lay-Offs

- (1) In the event of lay-off, seniority shall be determined as follows:
  - (a) within rank
  - (b) by police department.
- (2) When a lay-off occurs, the least senior officer in the rank affected shall be laid off first. In the event such officer is more senior than an officer in a lower rank, he shall be permitted to bump the less senior officer in the lower rank so that the lay-off shall result in the lay-off of the least senior officer in the police department.
- (3) When any regular officer is laid off, the Borough shall not hire a replacement officer but shall be permitted to use special or auxiliary police officers for emergency or any normal purpose.

C. Recall

- (1) Officers on lay-off status shall be recalled in the inverse order of lay-off.
- (2) In the event of recall, the Borough shall serve written notice, by certified mail, return receipt requested, upon the P.B.A. and the officer affected, directing such officer to report back to work within five (5) work days after receipt.
- (3) The provisions of this section shall be available only to an officer for a three year period after the date of his lay-off.

D. Seniority shall be broken only under the following circumstances:

- (1) voluntary termination,
- (2) termination for justifiable cause, or
- (3) failure to report back to work within five (5) work days of the receipt of the notification of recall.

E. All promotions shall be based on merit.

ARTICLE XV - GENERAL AND MISCELLANEOUS

Section A: Uniforms and Equipment

All uniforms and equipment designated by the Chief of Police to be worn by members of the Police Department shall be provided as in past years.

Section B: Work Schedule

The Borough shall publish work schedules, assigning each Employee to his regularly scheduled shifts at least two months in advance. One copy of such schedule shall be posted on the bulletin board.

Section C: Mileage Allowance

When an Employee is required to use his private vehicle for Borough business, he will be paid a mileage allowance of twelve cents (\$.12) per mile, plus tolls and parking charges.

ARTICLE XVI - LEGAL AID

In accordance with N.J.S.A. 40A:14-155, the Borough will provide legal aid to all covered Employees as the result of suits or other legal proceedings instituted against them which arise from incidents in the line of duty, but excluding disciplinary or criminal proceedings instituted against employees by the Borough or Law Enforcement Agencies.

ARTICLE XVII - SEPARABILITY AND SAVINGS

1. The Borough and the P. B. A. recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries, and so forth. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1977 and 1978 or beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

2. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Governmental regulation or decree such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.



ARTICLE XVIII - DURATION

This Agreement shall become effective January 1, 1977, and continue through December 31, 1978, and thereafter until either party serves written notice at least sixty (60) days prior to its termination of its desire to modify or terminate this Agreement.

Upon receipt of such notification, the parties agree to engage in negotiations within fifteen (15) days thereafter, unless mutually agreed to extend the number of days.

If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.

WEST ESSEX POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 81

Witness:

By

President

Angus S. Young

BOROUGH OF ESSEX FELLS

Witness:

By

Wallace S. Jones, Mayor

Walter S. Steinmann  
Borough Clerk

William B. Mabee  
Chief of Police